

8546061



THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

November 19, 2024

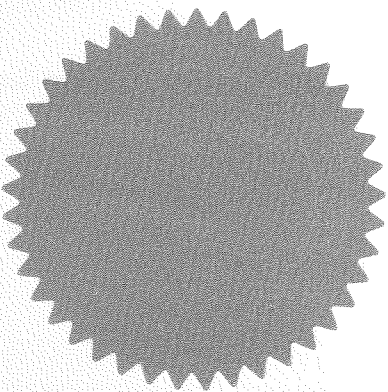
THIS IS TO CERTIFY THAT ANNEXED IS A TRUE COPY FROM THE
RECORDS OF THIS OFFICE OF A DOCUMENT RECORDED ON

July 6, 2022

By Authority of the
Under Secretary of Commerce for Intellectual Property
and Director of the United States Patent and Trademark Office

Sylvia Holley

Sylvia Holley
Certifying Officer



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PATENT

REEL: 060416 FRAME: 0041

ASSIGNMENT

WHEREAS, we, **Hussam H. Shaheen, Kenneth Evan Thompson, Peter Harwin, and Tomas Kiselak** (each an "ASSIGNOR"), have invented one or more inventions described in an application (or provisional application) for Letters Patent of the United States entitled:

ANTIBODIES THAT BIND INTERLEUKIN 13 AND METHODS OF USE

and identified by Attorney Docket No. **PRG-001PR**, which was filed in the United States Patent and Trademark Office on **June 17, 2022**, and assigned United States Patent Application No. **63/353,367**; and

WHEREAS, **Paragon Therapeutics, Inc. c/o Fairmount Funds Management, LLC** (hereinafter "ASSIGNEE"), having a business address at **2001 Market Street, Suite 2500, Philadelphia, PA 19103**, desires to acquire an interest therein, in accordance with agreements duly entered into with us;

NOW, THEREFORE, to all whom it may concern, be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we have sold, assigned and transferred and do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns and legal representatives, at least as early as the filing date of said application, our entire right, title and interest, which ASSIGNEE accepts, in and throughout the United States of America, its territories and all foreign countries, in and to the invention(s) described in said application, together with our entire right, title and interest, which ASSIGNEE accepts, in and to said application and such Letters Patent as may issue thereon, and applications that claim priority thereto under United States law or international or foreign convention and such Letters Patent (including equivalent granting documents) that may issue thereon, including but not limited to non-U.S., international, non-provisional, continuation, divisional, continuation-in-part, reissue, reexamination, extension, and substitution applications of said application and such Letters Patent, and the right to claim priority to said application for any such applications and Letters Patent, and any right, title and interest we may have in invention(s) and applications to which said application claims priority including U.S. provisional and non-provisional, and non-U.S. and international applications; said invention(s), applications and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by us had this assignment and sale not been made; we hereby convey all of our rights arising under or pursuant to any and all United States laws and foreign and international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent, including but not limited to any cause(s) of action and damages accruing prior to this assignment, including all rights to exclude others from practicing the claimed invention(s) and all rights to seek any and all remedies in law or equity, including damages and injunctive relief, for past, present, and future infringement. We hereby acknowledge that this assignment, being of our entire right, title and interest in and to said invention(s) and applications, carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys

PATENT

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and agents of ASSIGNEE's selection and the right to procure the grant of all Letters Patent to ASSIGNEE in its own name as assignee of our entire right, title and interest therein;

AND, we hereby represent, warrant, and covenant to ASSIGNEE, its successors, assigns and legal representatives, that at the time of execution of this Assignment, except for any rights, titles and/or interests that have arisen to ASSIGNEE under law or that have already been transferred to ASSIGNEE, that we have not made and will not hereafter make any assignment, contract, grant, mortgage, license, or other agreement and/or understanding affecting and/or conflicting with the rights, titles, and interests conveyed herein;

AND, we hereby further agree for ourselves and our executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention(s) and applications to said ASSIGNEE, its successors, assigns, and legal representatives, as well as to third parties at the request of Assignee, including the execution of documents (including, without limitation, petitions, specifications, oaths, assignments, disclaimers, declarations and affidavits) relating to non-provisional, substitution, continuation, divisional, continuation-in-part, reissue, reexamination, and corresponding foreign and international patent applications of the aforesaid invention(s) and applications, as requested by Assignee, and generally do everything possible to aid Assignee, its successors, assigns and legal representatives to obtain, record, maintain, and enforce full protection for the invention(s), applications and Letters Patent in all countries, but in each instance at Assignee's reasonable expense;

AND, we hereby further agree to provide documentary evidence and statements or testimony in any interference, derivation or post-grant proceeding, or other proceeding in which said invention(s) or any application or patent directed thereto may be involved;

AND, we hereby authorize ASSIGNEE or its attorneys or agents to insert the correct patent application number and filing date into this assignment, if none is indicated on the date of our execution of this assignment;

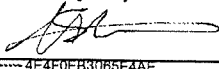
AND, Assignor does hereby authorize the Director of the United States Patent and Trademark Office and the appropriately empowered officials of all other governments to record the applications and Letters Patent and title thereto as the property of Assignee, its successors, assigns, or legal representatives in accordance with the terms of this instrument;

AND, we hereby authorize and request the Director of the United States Patent and Trademark Office and the appropriately empowered officials of all other governments to issue such Letters Patent as shall be granted upon said application, or applications based thereon, to said ASSIGNEE, its successors, assigns, or legal representatives.

IN TESTIMONY WHEREOF, we have duly executed on the date(s) set forth below this assignment, along with ASSIGNEE's authorized representative, where each ASSIGNOR and said ASSIGNEE may execute this Assignment in counterparts, in which case each executed counterpart will be considered to be an original.

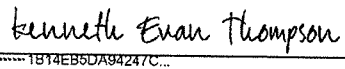
ASSIGNOR

7/6/2022
Date

DocuSigned by:

4E4F0EB3065E4AE...
Hussam H. Shaheen

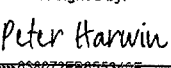
ASSIGNOR

7/6/2022
Date

DocuSigned by:

1B14EB5DA94247C...
Kenneth Evan Thompson

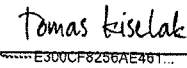
ASSIGNOR

7/6/2022
Date

DocuSigned by:

036072EB055340E...
Peter Harwin

ASSIGNOR

7/6/2022
Date

DocuSigned by:

E300CF8256AE401...
Tomas Kiselak

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Assignment
Attorney Docket No. PRG-001PR
Page 4 of 4

Accepted by:

ASSIGNEE'S AUTHORIZED REPRESENTATIVE

Signature:

DocuSigned by:

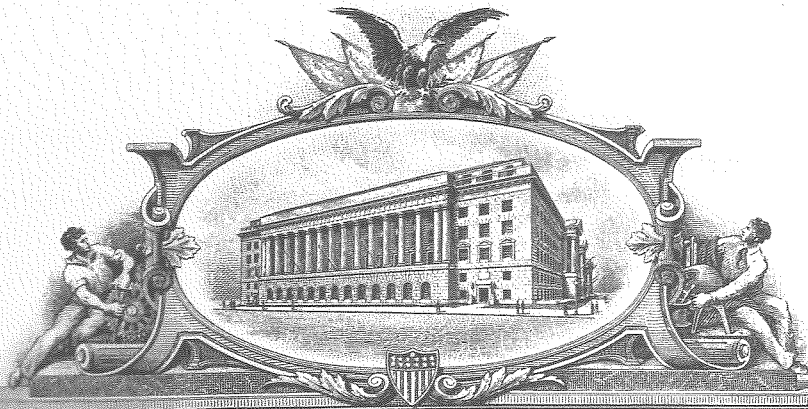
Kenneth Evan Thompson

1B14EB5D/A94247C...

Representative's Name: Kenneth Evan Thompson, PhD

Representative's Title: Chief Operating Officer

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THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

**UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office**

November 19, 2024

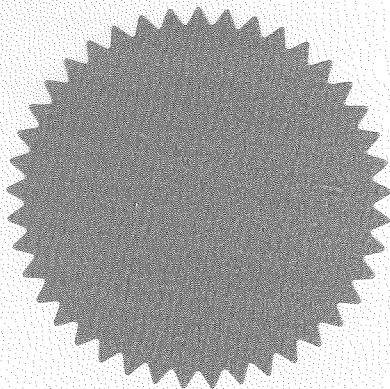
**THIS IS TO CERTIFY THAT ANNEXED IS A TRUE COPY FROM THE
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December 21, 2022

**By Authority of the
Under Secretary of Commerce for Intellectual Property
and Director of the United States Patent and Trademark Office**

Sylvia Holley

**Sylvia Holley
Certifying Officer**



PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7707599

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	PARAGON THERAPEUTICS	11/04/2022
RECEIVING PARTY DATA		
Name:	APOGEE THERAPEUTICS, INC.	
Street Address:	2001 MARKET ST.	
Internal Address:	SUITE 2500	
City:	PHILADELPHIA	
State/Country:	PENNSYLVANIA	
Postal Code:	19103	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	63353367	
CORRESPONDENCE DATA		
Fax Number:	(617)523-1231	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	617-570-1000	
Email:	US-PatentBos@goodwinlaw.com, KHoward@goodwinlaw.com, TKavanaugh@goodwinlaw.com	
Correspondent Name:	GOODWIN PROCTER LLP	
Address Line 1:	100 NORTHERN AVENUE	
Address Line 4:	BOSTON, MASSACHUSETTS 02210	
ATTORNEY DOCKET NUMBER:	PRG-001	
NAME OF SUBMITTER:	THERESA KAVANAUGH	
SIGNATURE:	/THERESA KAVANAUGH/	
DATE SIGNED:	12/21/2022	
Total Attachments: 2		
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PATENT ASSIGNMENT

This Patent Assignment ("Assignment") is effective as of [November 4, 2022] (the "Effective Date"), by and between Paragon Therapeutics Inc. a Delaware Corporation ("Assignor") and Apogee Therapeutics, Inc. a Delaware Corporation ("Assignee"), collectively, the "Parties."

WHEREAS, Assignor and Assignee have entered into that certain License Agreement dated as of November 4, 2022 (the "License Agreement"); and

WHEREAS, pursuant to the License Agreement, Assignor agreed to sell and assign, and the Assignee agreed to buy and acquire, all of Assignor's right, title and interest, as of the Effective Date, in, to and under the patent application with serial number 63/353,367 (the "Patent").

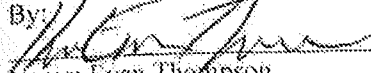
NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and convey unto Assignee its entire right, title and interest, as of the Effective Date, in, to and under the Patent, including, without limitation the right to apply for any all divisional, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions and renewals of the applications and registrations for such Patent all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement and damages, misappropriation or violation of rights related to the foregoing); and any and all other rights and interests related to the Patent.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to Assignee, its successors, legal representatives and assigns, in accordance with the terms of this Assignment, and hereby grants the attorney of record the power to insert on this Assignment any further identification of the issued patents and the patent applications set forth on Schedule A that is necessary under the rules of the United States Patent and Trademark Office, and the patent office of any country or countries foreign to the United States, for recordation of this Assignment, and agrees, without further consideration, at Assignee's expense, to execute and deliver such other documents that Assignee, its successors and/or assigns may reasonably request that are necessary under the rules of the United States Patent and Trademark Office, and the patent office of any country or countries foreign to the United States, for recordation of this Assignment.

IN WITNESS WHEREOF, the Parties
have duly executed and delivered this
Assignment as of the Effective Date.

ASSIGNOR

Paragon Therapeutics, Inc.

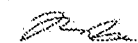
By: 

Name: Evan Thompson

Title: COO

ASSIGNEE

Apogee Therapeutics Inc.

By: 

Name: Michael Henderson

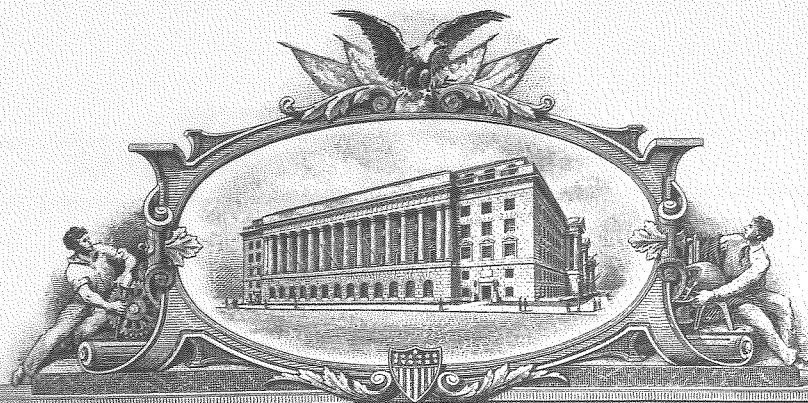
Title: CEO

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RECORDED: 12/21/2022

PATENT
REEL: 062175 FRAME: 0148

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THE UNITED STATES OF AMERICA

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UNITED STATES DEPARTMENT OF COMMERCE

United States Patent and Trademark Office

November 19, 2024

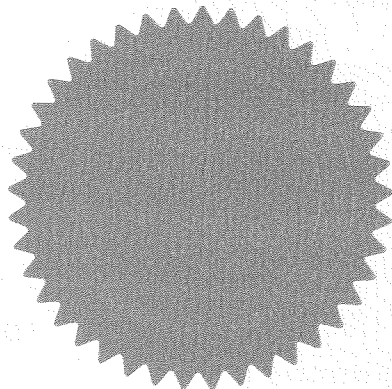
**THIS IS TO CERTIFY THAT ANNEXED IS A TRUE COPY FROM THE
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June 12, 2023

By Authority of the
Under Secretary of Commerce for Intellectual Property
and Director of the United States Patent and Trademark Office

Sylvia Holley

Sylvia Holley
Certifying Officer



PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8002144

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CHANGE OF NAME

CONVEYING PARTY DATA

Name	Execution Date
APOGEE THERAPEUTICS, INC.	03/29/2023

RECEIVING PARTY DATA

Name:	APOGEE BIOLOGICS, INC.
Street Address:	2001 MARKET STREET
Internal Address:	SUITE 2500
City:	PHILADELPHIA
State/Country:	PENNSYLVANIA
Postal Code:	19103

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	63353367

CORRESPONDENCE DATA

Fax Number: (617)523-1231
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.
Phone: 617-570-1000
Email: khoward@goodwinlaw.com,
CAmaya@goodwinlaw.com, US-PatentBos@goodwinlaw.com
Correspondent Name: GOODWIN PROCTER LLP
Address Line 1: 100 NORTHERN AVENUE
Address Line 4: BOSTON, MASSACHUSETTS 02210

ATTORNEY DOCKET NUMBER:	AOE-001PR
NAME OF SUBMITTER:	/CATHERINE AMAYA/
SIGNATURE:	/Catherine Amaya/
DATE SIGNED:	06/12/2023

Total Attachments: 2

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Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "APOGEE THERAPEUTICS, INC.", CHANGING ITS NAME FROM "APOGEE THERAPEUTICS, INC." TO "APOGEE BIOLOGICS, INC.", FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF MARCH, A.D. 2023, AT 12:26 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AMENDMENT IS THE TWENTY-NINTH DAY OF MARCH, A.D. 2023 AT 12 O'CLOCK A.M.



6596665 8100
SR# 20231178773

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in dark ink, appearing to read "JBULLOCK", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

Authentication: 203021359
Date: 03-28-23

PATENT
REEL: 063982 FRAME: 0277

**CERTIFICATE OF AMENDMENT OF THE CERTIFICATE OF INCORPORATION OF APOGEE
THERAPEUTICS, INC.**

Apogee Therapeutics, Inc. (the "**Corporation**"), a corporation organized and existing under and by virtue of the provisions of the General Corporation Law of the State of Delaware (the "**General Corporation Law**"), does hereby certify as follows:

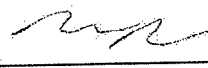
1. The current name of the Corporation is Apogee Therapeutics, Inc., and the Corporation was originally incorporated pursuant to the General Corporation Law on February 4, 2022.
2. The Corporation's Certificate of Incorporation (the "**Certificate of Incorporation**") was filed with the Secretary of State of the State of Delaware on February 4, 2022.
3. The Board of Directors of the Corporation duly adopted resolutions pursuant to Section 242 of the General Corporation Law approving this Certificate of Amendment of the Certificate of Incorporation, which resolution setting forth the proposed amendment is as follows:

NOW, THEREFORE, BE IT RESOLVED, that Article I of the Certificate of Incorporation be amended to read in its entirety as follows:

"The name of this corporation is Apogee Biologics, Inc. (the "**Corporation**")."

4. This Certificate of Amendment shall become effective on March 29, 2023 at 12:00 a.m. Eastern Time.

IN WITNESS WHEREOF, this Corporation has caused this Certificate of Amendment of the Amended and Restated Certificate of Incorporation to be signed by a duly authorized officer of this Corporation on this 27th day of March, 2023.

By: 

Michael Henderson
Chief Executive Officer

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:26 PM 03/28/2023
FILED 12:26 PM 03/28/2023
SR 20231178773 - File Number 6596665

RECORDED: 06/12/2023

**PATENT
REEL: 063982 FRAME: 0278**